



**CONSULTING AND TECHNICAL SERVICES (CATS)**

**TASK ORDER REQUEST FOR PROPOSALS (TORFP)**

**DEPARTMENT OF HUMAN RESOURCES (DHR)**

**Office of Home Energy Programs (OHEP)**

**Software Maintenance and Systems Support**

**CATS TORFP PROJECT PO: N00P7200988**

**OTHS/OTHS-07-006S**

**DEPARTMENT OF HUMAN RESOURCES**

**ISSUE DATE: AUGUST 10, 2006**

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## KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

<b>TORFP Title:</b>	Office of Home Energy Programs (OHEP) Software Maintenance and Systems Support
<b>Functional Area:</b>	Systems Facility Management & Maintenance (SFMM) (6)
<b>TORFP Issue Date:</b>	August 10, 2006
<b>Closing Date and Time:</b>	<b>September 13, 2006 at 2:00 PM</b>
<b>TORFP Issuing Agency:</b>	Department of Human Resources Office of Technology for Human Services 311 West Saratoga Street Baltimore, MD 21201
<b>Send Questions and Proposals to:</b>	Hattie M. Crosby, Agency Procurement Specialist Department of Human Resources  311 West Saratoga Street  Baltimore, MD 21201  Office Phone (410) 767-7145  Fax (410) 333-0433  e-mail: <a href="mailto:hcrosby@dhr.state.md.us">hcrosby@dhr.state.md.us</a>
<b>TO Procurement Officer:</b>	Hattie M. Crosby, Agency Procurement Specialist Department of Human Resources 311 West Saratoga Street Baltimore, MD 21201 Office Phone (410) 767-7145 Fax (410) 333-0433 e-mail: <a href="mailto:hcrosby@dhr.state.md.us">hcrosby@dhr.state.md.us</a>
<b>TO Manager:</b>	Edward Gordon, Director Applications Development Department of Human Resources Office of Technology for Human Services

	1100 Eastern Boulevard Baltimore, MD 21221 Office Phone Number: 410-238-1381 Office FAX Number: 410-238-2060  e-mail address: <a href="mailto:egordon@dhr.state.md.us">egordon@dhr.state.md.us</a>
<b>TO Project Number:</b>	Purchase Order Number: N00P7200988  Agency Control Number: OTHS/OTHS-07-006S
<b>TO Type:</b>	Time and Materials
<b>Period of Performance:</b>	October 1, 2006 – June 30, 2008 With two-1-year renewal options
<b>MBE Goal:</b>	25 percent
<b>Small Business Reserve (SBR):</b>	No
<b>Primary Place of Performance:</b>	Department of Human Resources  (OHEP Central Office)  311 West Saratoga Street  Baltimore, Md 21201
<b>TO Pre-proposal Conference:</b>	<b>Tuesday, August 23, 2006 Time: 10:00 a.m.</b> Conference Room No. 2 Department of Human Resources Information Service Center ( <b>DHRIS</b> ) 1100 Eastern Boulevard Baltimore Maryland 21211 (See Attachment 6 for directions.

\*Use full agency acronym, division/modal, office, program as appropriate.

## NOTICE TO MASTER CONTRACTORS

All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors

**deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to [hcrosby@dh.state.md.us](mailto:hcrosby@dh.state.md.us) If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.**

TORFP Title: OHEP SOFTWARE MAINTENANCE AND SYSTEM ENHANCEMENT SUPPORT

**TORFP No. N00P7200988 Agency Control Number: OTHS/OTHS-07-006S**

**If you have responded with a “not submitting Task Order Proposal”, please indicate the reason(s) below:**

- ☐ **Other commitments preclude our participation at this time.**
- ☐ The subject of the TORFP is not something we ordinarily provide.
- ☐ We are inexperienced in the services required.
- ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- ☐ The scope of work is beyond our present capacity.
- ☐ Doing business with the State of Maryland is too complicated. (Explain in REMARKS section.)
- ☐ We cannot be competitive. (Explain in REMARKS section.)
- ☐ Time allotted for completion of a Task Order Proposal is insufficient.
- ☐ Start-up time is insufficient.
- ☐ Bonding/Insurance requirements are too restrictive. (Explain in REMARKS section.)
- ☐ TORFP requirements (other than specifications) are unreasonable or too risky.  
(Explain in REMARKS section.)
- ☐ MBE requirements. (Explain in REMARKS section.)
- ☐ Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- ☐ Payment schedule too slow.
- ☐ Other:\_\_\_\_\_.

1. If you have submitted a Task Order Proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks:

Contractor

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone \_\_\_\_ - \_\_\_\_ - \_\_\_\_ email \_\_\_\_\_

## SECTION 1 - ADMINISTRATIVE INFORMATION

### 1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.8 for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

### 1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

### 1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by DHR e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #N00P7200988. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP # N00P7200988Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP # N00P7200988Financial". The proposal documents that must be submitted with a signature, Attachment 2 - MBE Forms D-1 and D-2 and Attachment 4 - Conflict of Interest and Disclosure Affidavit, **must be submitted as .PDF files** with signatures clearly visible.

### 1.4 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2 - Forms D-1 and D-2) at the time it submits its TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

### 1.5 EMARYLAND MARKETPLACE FEE

COMAR 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMaryland Marketplace. The fee will be due on each TO Agreement

that exceeds \$25,000. The applicable fee will be based on TO value, including any options. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. A copy of COMAR 21.02.03.06 and the guidelines issued by the Maryland Department of General Services can be found on the eMaryland Marketplace web site at [www.eMarylandMarketplace.com](http://www.eMarylandMarketplace.com).

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply.

## **1.6 CONFLICT OF INTEREST**

The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

## **1.7 NON-DISCLOSURE AGREEMENT**

Certain system documentation may be available for potential Offerors to review at a reading room at DHR, 311 W. Saratoga St, Baltimore, MD 21201. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

## **1.8 LIMITATION OF LIABILITY CEILING**

Pursuant to Section 28c of the CATS Master Contract, the limitation of liability per claim under this TORFP shall not exceed two (2) times the total TO Agreement amount established.



## **SECTION 2 - SCOPE OF WORK**

### **2.1 PURPOSE AND BACKGROUND**

#### **2.1.1 PURPOSE**

The DHR/OTHS is issuing the CATS TORFP to obtain TO Contractor Personnel and services for Software Maintenance and Systems Support Services for the Office of Home Energy Programs (OHEP) Software.

#### **2.1.2 BACKGROUND – OFFICE OF HOME ENERGY PROGRAMS**

The OHEP helps low-income Maryland citizens pay their heating bills, minimize heating crises, and make energy costs more affordable. A comprehensive energy package, which includes the Maryland Energy Assistance Program (MEAP) and the Electric Universal Service Program (EUSP), has links to the community and the customer. These programs promote energy conservation, customer financial responsibility and energy independence.

The MEAP provides assistance with home heating bills. Limited assistance is available to replace broken or inefficient refrigerators and furnaces.

The Utility Service Protection Program (USPP) protects low-income families from utility cut-offs and allows MEAP eligible households to enter into a year-round even monthly payment program with their utility company. An equal monthly payment plan based on the estimated cost of the customer's average annual utility usage minus the MEAP benefit will be used to determine the even monthly payments for participation in the USPP.

The EUSP is a state program that is administered by the DHR to assist low-income electric customers with their electric bills. Assistance is available whether you are an active customer or you are currently without service. Eligible electric customers may receive help in three ways:

1. Help to pay current electric bills;
2. Help to pay past due electric bill arrearages.
3. Help with energy efficiency measures to reduce future electric bills.

To assure maximum system availability and performance, Another Contractor is currently providing software Maintenance and Systems Support on an on going basis. It is anticipated that the TO Contractor will provide continued Software Maintenance and Systems Support from September 1, 2006 through June 30, 2007. There may be two (1-year) renewal options at the sole discretion of the state.

#### **2.1.3 PROJECT BACKGROUND**

The OHEP application was built to support MEAP, EUSP and USPP for DHR. The OHEP Application allows the DHR authorized staff to enter paper based energy assistance application data into a web-based system, which enables the processing of these applications. The processing involves certification, bill payments, and arrearage retirement assistance. The OHEP application processes the data and is used to produce Energy Delivery Statements (EDS). This application can also be used to produce different kinds of reports. There are currently five (5) web servers for OHEP. Each is running Microsoft Windows 2003 Server with Microsoft

Internet Information Server (IIS) version 6.0 as the web server. All web servers connect to an Oracle 9i version 9.2 Relational Database Management System (RDBMS) using the Microsoft Open Database Connectivity

(ODBC) protocol. The Oracle RDBMS is hosted on a SUN SPARC Enterprise server running the SUN Solaris 8 Operating System. The client browser required is Microsoft Internet Explorer (IE) Version 6.0. One of the web servers is dedicated to the operation of a second iteration of the OHEP system that currently resides in a sector of the Sun production server and is for user training. The other four are processing current fiscal year production data. The four production web servers are behind a Cisco content switch. The application is written in .Net framework with several Oracle stored procedures for business logic implementation. There is a second Sun data server to be configured as a duplicate of the existing one (see Section 2.2.1.1). This server shall house three iterations of the OHEP database. The first iteration shall be a hot backup of the production server that is overwritten every night with the production database from the production Sun data server. The second iteration shall be the training database that now resides in another sector of the production Sun data server. The migration of the training database from the production data server to the secondary Sun data server shall leave the production Sun server free to be dedicated to running the day-to-day operation of the OHEP production database. The third iteration of the of the OHEP database on the secondary Sun data server, shall be, again, be a complete copy of the database from the Sun production server, overwritten each night, for the purpose of producing ad-hoc reports using Microsoft Access from remote workstations within the OHEP Central Office.

## **2.2 PROFESSIONAL DEVELOPMENT**

The TO Contractor must ensure continuing education opportunities for the personnel provided. This education would be associated with the technologies currently utilized by DHR or anticipated to be implemented by DHR in the near future. With DHR prior approval, the time allocated to these continuing education activities for staff deployed to DHR on a full-time basis may be charged to this task order. Actual course costs are the responsibility of the TO Contractor.

## **2.3 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES**

The TO Contractor shall provide services and propose staff for the continuous functioning of the OHEP Data System allowing the processing of more than 100,000 applications per year by twenty (20) local agencies and the State OHEP Office. The TO Contractor personnel must have a full understanding of the operations of the OHEP and must provide communicate and coordinate closely in a systems approach to addressing support and maintenance to the TO Manager. The TO Contractor shall provide the services one Program Manager, one Project Manager, one Telecom Systems Analyst, one or two Data Base Management Specialist, and one or two Sr. Information Engineer. Qualifications and prerequisites for each position are identified in Section 2.9.

### **Position #1 – Program Manager**

**Duties:** The Program Manager is the contractor's manager for the Contract, and serves as the single point of contact for the Contractor with the State regarding the Contract. Performs overall management for Contract support operations. Organizes, directs and coordinates the planning and production of all Contract activities, projects and support activities, including those of subcontractors. Oversees the development of or develops work breakdown structures, charts, tables, graphs, major milestone calendars and diagrams to assist in analyzing problems and making recommendations. Demonstrates excellent written and verbal communications skills. Establishes and alters corporate management structure to direct effective and efficient Contract support activities. Must be capable of negotiating and making binding decisions for the Contractor.

## Position #2 – Project Manager

**Duties:** The Project Manager is assigned the management of a specific project and the work performed under assigned Task Orders. Performs day-to-day management of the project, identifies issues and risks and recommends possible issue and risk mitigation strategies associated with the project. Acts as a facilitator between a State agency and IT contractor. Is responsible for ensuring that work performed under TOs is within scope, consistent with requirements, and delivered on time and on budget. Identifies critical paths, tasks, dates, testing, and acceptance criteria. Provides solutions to improve efficiency (e.g., reduce costs while maintaining on or improving performance levels). Monitors performance and evaluates areas to improve efficiency.

## Positions: #3 & #4 – Senior Database Management Specialist

**Duties:** Must be capable of providing highly technical expertise and support in the use of DBMS. Must be able to evaluate and recommend available DBMS products to support validated user requirements. Defines file organization, indexing methods, and security procedures for specific user applications. Develops, implements, and maintains database back-up and recovery procedures for the processing environments, and ensures that data integrity, security, and recoverability are built into the DBMS applications.

## Positions: #5 & #6 – Senior Information Engineer

**Duties:** Develops analytical and computational techniques and methodology for problem solutions. Performs process and data modeling in support of the planning and analysis efforts using manual and automated tools; such as Computer-aided Software Engineering (I-CASE) tools. Must be able to apply reverse engineering and reengineering disciplines to develop migration strategic and planning documents. Provides technical guidance in software engineering techniques and automated support tools. Must be capable of applying business process improvement practices to modernization projects. Applies, as appropriate, activity and data modeling transaction flow analysis; internal control and risk analysis; modern business methods; and performance measurement techniques. Assists in establishing standards for use in designing and building integrated, shared software and DBMS. Designs and develops database applications, functions, and reports.

## Position: #7 – Telecommunications Engineer

**Duties:** Responsible for engineering and/or analytical tasks and activities associated with technical areas within the telecom function (e.g., network design, engineering, implementation, diagnostics or operations/user support). Performs complex tasks relating to network monitoring, operations, installation, and/or maintenance for local, off-site, and/or remote location.

The scope of responsibility for this position includes, but is not limited to, the configuration, deployment, testing, maintenance, monitoring, and trouble-shooting of network, components to provide a secure, high performance network. Duties also entail quality assurance and testing of transmission mediums and infrastructure components.

## 2.4 PERFORMANCE EVALUATION AND STANDARDS

The TO Contractor personnel will be evaluated by the TO Manager on a quarterly basis for each assignment performed during that period. The established performance evaluation and standards will be furnished upon request.

## **2.5 MITIGATION PROCEDURE**

The TO Contractor personnel will be evaluated by the TO Manager on a quarterly basis for each assignment performed during that period. The established performance evaluation and standards will be furnished on request.

## **2.6 WORK HOURS**

The TO Contractor's assigned personnel will work an eight-hour day (8:00 am to 4:30 pm), Monday through Friday except for State holidays.

## **2.7 DELIVERABLES**

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2000, Microsoft Project 2000 and/or Visio 2000.

Drafts of all final deliverables are required at least two weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.
- E) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 8). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.13 Invoicing).

When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.

The DHR required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

### **2.7.1 Objective/Deliverable 1. Ongoing Systems Support**

The Contractor shall be responsible for the following:

- A) On-going systems level support for both the web servers and the database servers. Activities include regular system health checks, Operating System configuration and troubleshooting, server re-builds and installations. The contractor shall provide on-going systems level support for the web servers, database servers and content switch demonstrating a level of satisfaction to the OTHS Project Manager.
- B) The Contractor shall provide a written summary to the OTHS Project Manager outlining the status of each server in the system and any recommended preventative maintenance actions. The summary will include any configuration alterations performed and an analysis of any reported problems.
- C) The Contractor shall provide a written summary to the OTHS Project Manager outlining any required work performed on the servers since the last reporting period. This summary will include any environment alterations and an update to the documentation concerning any hardware changes.
- D) The Contractor, with approval from OTHS and OHEP, shall obtain a maintenance service agreement with Sun Microsystems for the SUN SPARC Enterprise server running the SUN Solaris 8 Operating System. Procurement of the maintenance agreement shall coincide with the existing service agreement and is available upon request to assure no lapse in coverage.

### **2.7.2 Objective/Deliverable 2. Database Administration and Support**

This is on going database support. Activities include database backups and restorations; Oracle data import and export operations, and database usage analysis and performance tuning to meet peak workloads. The contractor shall provide on-going database administration and support demonstrating a level of satisfaction to the OTHS Project Manager.

- A) The TO Contractor shall perform weekly backups of the database. The Contractor shall provide a written summary on a monthly basis to the OTHS Project Manager outlining the dates of each backup taken of the database and the location of the media.
- B) The TO Contractor shall periodically on a quarterly basis test the backup procedure by restoring the database and testing it on the development server. The Contractor shall provide a written summary after each backup procedure to the OTHS Project Manager outlining the status of this process since the last reporting period.

- C) The TO Contractor shall perform monthly analysis of the performance of the database. The Contractor shall provide a written summary on a monthly basis to the OTHS Project Manager outlining this analysis. The report shall include recommendations for improvements in the efficiency of the database as necessary.
- D) The TO Contractor, with approval from OTHS and OHEP, shall obtain a maintenance service agreement with Oracle for the Oracle RDBMS. Procurement of the maintenance agreement shall coincide with the existing service agreement to assure no lapse in coverage. The current Service Level Agreement (SLA) will be furnished upon request.

### **2.7.3 Objective/Deliverable 3. OHEP/MEAP Software Maintenance**

- A) Design, develop, test and implement enhancements to the OHEP/MEAP system. The TO Contractor shall include in this section of their response to this TORFP an explanation as to how they will accomplish each of the following enhancements, along with an estimate of the number of person-hours associated with each. The costs associated with each step of this Task are to be broken out and furnished in the Financial Section of the response.
- B) The TO Contractor shall be ready and able to perform any of the sub-tasks listed in Section C below upon receipt of a work request signed by the OTHS Project Manager. For each of these sub-tasks, the following milestones will apply:

#### **1. Requirements Review**

The TO Contractor shall meet with the customer to determine the exact business requirements for the proposed change.

#### **2. Preliminary Design Review**

The TO Contractor shall provide a written report to the OTHS Project Manager summarizing the proposed change. The report will include a scope of the sub-task in terms of man-hours to perform the work, the anticipated result in terms of additional functionality, and the cost in terms of additional workload on the servers. Upon approval of the OTHS Project Manager, the design and development work will proceed.

#### **3. Design and Development**

The TO contractor shall make the necessary alterations to the server(s) and/or client coding to meet the customer's exact business requirements.

#### **4. Design Test and Evaluation**

The TO Contractor shall provide a written report to the OTHS Project Manager summarizing the results of the code change process. The report will include an annotated copy of the code segment that was modified, the test plan (both system and user testing) that the code underwent, and the results of that testing. Upon approval of the OTHS Project Manager and the CSA/OHEP Manager, the implementation of the change will be allowed.

#### **5. Implementation**

The TO Contractor shall perform the software migration as listed in the deliverables.

## 6. Operational Acceptance and Evaluation

The TO Contractor shall provide a written report to the OTHS Project Manager summarizing the results of implementation. The report will include any revisions to the documentation set.

- C) The following process will be followed for each of the tasks that DHR selects. The following are samples of OHEP system modifications to be made during the upcoming contract. Tasks presented to the winning offeror shall not be limited to the following:

### 1. Revise the OHEP benefit calculation processing

The method by which the OHEP system determined benefit amounts for applicants was radically restructured from a non-normalized, tabular benefit matrix to a normalized data structure where, depending on the customer's fuel types, a formulaic calculation of benefit can be done based actual consumption data. For fuel types where consumption data is not available, the benefit calculation formula does address tables to calculate benefit amounts. FY 2006 was the first year using the benefit calculation and some minor shortcomings were found. To address these issues, new, non-key, data fields shall be added to an existing table and code shall be revised to address these fields; the method of defining the range of benefit levels shall redefined and the code addressing these range definitions shall be changed; A new table of potential flat-rate benefits shall be added and methods to address this table, as needed shall be added to the BENEFIT\_LEVEL table. Benefit calculations modifications must be in by the beginning of a new State fiscal year, which is July 1 of each year. The preliminary specifications are as follows:

- A) Separate Fields for MEAP, EUSP and ARRG Maximum Poverty:

From:	Remove Data Element:
PROGRAM_YEARS	FED_POVERTY_LEVEL_MAX_PCT
To:	Add Data Element:
PROGRAM_BENEFIT_RANGE	MEAP_FED_POVERTY_LVL_MAX_PCT
	EUSP_FED_POVERTY_LVL_MAX_PCT
	ARRG_FED_POVERTY_LVL_MAX_PCT

These data elements shall have the same exact attributes as did PROGRAM\_YEARS-FED\_POVERTY\_LEVEL\_MAX\_PCT and shall function the same as did PROGRAM\_YEARS-FED\_POVERTY\_LEVEL\_MAX\_PCT but shall be program area specific. This shall allow the individual OHEP program areas, MEAP, EUSP and ARRG, to be independent of each other with their maximum poverty limits.

- B) Revise Format of Benefit Level % Ranges:

Under System/Masters/Benefit Levels change the percent-of-poverty range definition of each benefit level as follows.

1. The first benefit level shall allow the entry of a minimum and maximum percent of poverty (i.e. 0% to 75%, inclusive).
2. Subsequent benefit levels for the same program area shall only allow the entry of the maximum percent of poverty. The minimum for a subsequent benefit level shall be displayed on the entry screen as “Greater Than XX%” where XX% equals the maximum percent of poverty of the preceding benefit level and is mathematically defined as the dollar value of the maximum percent of poverty of the preceding benefit level for the corresponding household size + \$.01.
3. If a maximum percent of poverty is entered as a maximum for a given poverty level that is greater than the maximum for the program area as defined in PROGRAM\_BENEFIT\_RANGE, do not populate the field and display an error message that says “ The maximum percentage for this benefit level is greater that the XXX% maximum for the program area.” Where XXX% = the value for the program area as stored in PROGRAM\_BENEFIT\_RANGE.

C) Add a Flat Rate Table:

Create table entitled BENEFIT\_AMOUNTS\_FLAT with the same fields as contained in the table BENEFIT\_AMOUNTS. When this table is used by the benefit calculation, the amount appearing in the table shall be assigned as the benefit amount with no alteration for poverty level. Local Supplements, Bulk Fuel Differential and Bulk Fuel Discount shall be added or subtracted as necessary.

Modify System/Masters/Benefit Levels/Source so that, in addition to the selections formula (for calculation based on usage) and the referral to the BENEFIT\_AMOUNT table to include a referral to the new BENEFIT\_AMOUNT\_FLAT table.

**1. Create the processing for the Modular Benefit Letter**

The current benefit notice in the OHEP system, due to the nature of our assistance programs EUSP, MEAP and ARRG is an inadequate tool to notify OHEP customers of their eligibility for assistance. Currently, some OHEP local offices send their own version of a benefit notice causing potentially inconsistent information among counties to OHEP customers. The preliminary specifications for a revised, improved benefit letter are as follows:

Purpose:

1. Make the benefit notice easier for the customers to understand.
2. Improve the functional flexibility of the benefit notice.
3. Make the composition of the benefit notice sensitive to the status, on the automated system, of the programs for which the customer has applied.
4. Facilitate the alteration of the wording of benefit notice text.
5. Create a standard OHEP benefit notice for the State.



A) Description of Process:

1. Create a table under System/Masters for an OHEP State Administrator to enter the text of the benefit letters in fields constituting specific paragraphs of the letter. There shall be a facility to reference required data elements from the OHEP database to be embedded in the text.
2. At the beginning of the Fiscal Year, the text for the benefit notice shall be entered, under the Systems/Masters menu by an OHEP State Administrator. See “Appendix A.”
3. Benefit notices shall be generated by the LAA’s from the Reports/Notices/Benefit Notice menu option. Cases displayed when this option is selected shall be all cases that have applied for any, or all OHEP program areas and have one or more of the program areas with an EDS in “PAID” status on the OHEP automated system. These cases shall be listed on the screen with check boxes to select any or all of the cases so that a benefit notice can be generated and printed.
4. A field shall be added to the OHEP database to capture the date of the original production of the benefit notice for each program area for the customer has applied. This field shall be populated upon the production of the benefit notice as described in the preceding bullet point.
5. For now, the process of generating the benefit notices will remain as is done currently. For previews of coming attractions see the “Suggestions for Future Enhancements” portion of this document.
6. The different types of benefit notices as detailed in “Appendix C” will be produced according to two system conditions. One of the conditions are the position of “Funds Available” switches residing in the “Program Years” tables that are set by State administrators under System/Masters/Program Years.
7. The other condition that shall be considered when the modular notice is composed and sent is whether or there is a date in the new field showing the date of first production of a notice for a particular program area. If there is a date for a program area, the paragraph for that program area will be suppressed.

B) Suggestions for Future Enhancements of the Modular Benefit Letter:

The following are future enhancements to the benefit notice storage, retrieval and mailing that are being investigated:

1. When a benefit notice is created from the OHEP system, store in .PDF format for retrieval at a later date and local, reprinting as required.
2. As benefit notices are created on the OHEP system, have the system create a print file with the notice, the return address of the LAA as well as the customer’s address and

send it to the DHR mailroom where the notices shall be printed, folded, stuffed, franked and sent out to the customers.

3. The date of first notice production on the system shall be proof to monitors and auditors that a benefit notice was sent in a timely manner. The requirement of keeping a hard copy of the notice in the case file shall be waived. If a notice is reprinted locally, the field that is currently in the system that to record the date of last notice production shall be updated. The date of first notice production shall always remain the same once it is populated.

## **2. Create an OHEP system module to import new applications with electronic signatures.**

OHEP is to be a part of the SAIL electronic screening and application system created under the auspices of the Family Investment Administration (FIA). Through a web-based client interface, SAIL shall gather applications for assistance and send the information, in file format to a subdirectory of the OHEP secured FTP server. A module shall be designed for the OHEP system that runs at a specific time of night, to, automatically, go to the proper directory of the FTP server, search the OHEP data base to see if any of the household members of the incoming electronic application are known to the OHEP system, create new applications on OHEP system using the data in the electronic application files and notify the OHEP local office, via OHEP system alert, as to their existence. Produce output reports for this process as required.

## **3. Create, under System/Masters, a Local Administrator function as follows:**

For the purpose of giving OHEP local offices control over system functions relating to them, specifically, a new utility shall be created under the System menu, "Local Admin". It shall be made available to both Administrator and State Administrator user roles.

Initially the only function that Local Admin will be assigned is the LAA Arrearage function. From its current location under Payment/Normal, move the selection LAA Arrearage to the sub-menu under Local Admin. There shall be more functions added later.

## **4. Create a Data Archive feature**

In order to maintain the size of the OHEP production database at a manageable number of records, an archive feature shall be added to the OHEP system. To accomplish this, the winning offeror shall create a static database, similar to the 2001 database, for all of the OHEP tables. The data would be segregated by FY. The production MEAP application will not have access to the archive database. The Users will be able to search the archive database using a reporting tool or a copy of the MEAP application that has been setup for this use.

- A) Create a separate archive database on the production Sun server. The archive environment will consist of an application and database that mirrors the production application and database. The archive database will be populated with records from the production database that were created in, or prior to, the designated archive date. After the archive database is populated, all the records that were added to the archive will be deleted from the production transaction tables. Transaction tables are identified in Appendix A.

- B) It is necessary to determine if an applicant has ever received arrearage assistance, an Arrearage Payment table will be created and populated with the applicant's name, application number, SSN and arrearage amounts. This will provide more efficient data searches, since only a small amount of data will be maintained in the production applications, reducing the response time for application data entry screens to appear and arrearage inquiries to execute.
- C) Update the MEAP application to retrieve data from the new arrearage table when the User is creating a new application in order to determine Arrearage benefit availability.
- D) After extensive analysis of how the landlord table impacts client and payment records, it was determined that the best approach to improving the integrity of the landlord table, with minimal impact to the existing system, is to keep all existing records in the landlord table and to implement a landlord usage flag. By maintaining all the landlord records no extensive programming modifications will be required since no landlord record association will be lost. Programming modifications required would be to those screens that make use of the new landlord usage flag. The flag will be used to identify landlord records created prior to the archive implementation date ('Y' = after the archive cutoff date and 'N' = prior to the archive cutoff date). Being able to identify landlord records that were entered prior to a cutoff, landlords can filtered and prevented from being used when entering new applicants, creating selection and dropdown lists and pulling applications forward. The result will be that old, corrupt landlord records will be unavailable to new applications; however, any application that is associated with an old landlord record will still maintain the association and database integrity.

The following changes are required to implement this Landlord table solution:

1. Create a flag column in the landlord table to identify landlord records that were created prior to the archive implementation date.
  2. Populate the flag with either a 'Y' or an 'N', based on the cutoff date.
  3. Modify code to show only those landlord records that have a 'Y' flag associated with them, when entering new applicants and lists.
  4. Prevent landlord information from being pulled forward if the landlord flag is set to 'N'. In the case where the flag equals 'N', no landlord information will be pulled forward, the User must enter all of the landlord information.
- E) Create scripts and procedures to extract data from the production database and load this data into the archive. Create scripts and procedures to populate the new arrearage table with archived data, based on an archive date (beginning of FY). Initially, except for the last three years' data, all previous year data will be moved to the archive database. Subsequently, on a periodic scheduled agreed to with the Users, the following tasks will be occur: 1) a data extraction will be done to add the earliest fiscal year's data to the archive database; 2) add entries to the new arrearage table for the archived data; 3) and remove the archived data from the production (current) database.

- F) Regarding maintenance to the archive database, because this solution is based on using a copy of the production application as the archive application, it is important that any modifications to the production system must be applied to the archive database.
- G) Update the Application Certification process to use the new Arrearage table to validate the applicant's eligibility for assistance.
- H) Modify the Landlord pages to enforce the FED ID and SSN format as instructed by OHEP.

## 5. Modify and update the Supplemental Payment process

The supplemental payment module of the OHEP system is in place in the case that a benefit amount goes up in the middle of a program year, the Supplemental Payment module pays the difference between the original benefit and the new, higher benefit amount to customers that have been paid benefits prior to the benefit increase. The OHEP benefit calculation was changed at the beginning of FY 2006. The Supplemental Payment module that worked with the benefit calculation prior to FY 2006 was never updated. Since further alterations are being made to the OHEP benefit calculation to begin upon the outset of FY-2007. The winning offeror shall update all aspects of the supplemental payment process under Payment/Supplemental to work with the benefit calculation beginning with FY 2007.

Modify the Supplemental Payment processing to include a process that identifies all cases where one program area has been paid on two separate EDS's. This indicates that the client moved to a different jurisdiction and some of the grant money paid to a previous vendor was not used and the balance is being assigned to a new vendor. In the past, the supplemental payment process erroneously treated this as two full payments for a household and supplemented them twice. In the situation of two EDS's to one household for the same program area, the process shall now look at the BENEFIT\_DELIVERED\_PREVEDS column in the UILITY\_EDSES table for the most recently dated EDS of the two. If BENEFIT\_DELIVERED\_PREVEDS is greater than zero and UTILITY\_EDSES-BENEFIT\_AVAILABLE is greater than UTILITY\_EDSES-BENEFIT\_REMITTED by the dollar amount of UTILITY\_EDSES-BENEFIT\_DELIVERED\_PREVEDS, supplement only the UTILITY\_EDSES- BENEFIT\_REMITTED amount of the first EDS of the pair of EDS's in question. Do not create a second supplement for the second EDS.

### 2.7.4 REPORTING

The TO Contractor and the TO Requesting Agency shall conduct weekly progress meetings. A monthly project progress report shall be submitted 5 days in advance prior to the discussion to the TO Manager and shall contain, at a minimum, the following information:

- TO Requesting Agency name, TO Agreement number, functional area name and number, reporting period and "Progress Report" to be included in the e-mail subject line.
- Work accomplished during the monthly period.
- Deliverable progress, as a percentage of completion.
- Problem areas, including scope creep or deviation from the work plan.

- Planned activities for the next reporting period.
- Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.
- An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.

### **2.7.5 HARDWARE AND SOFTWARE WARRANTIES**

- The 30-day on-site warranty period will begin upon acceptance of the software version by the State. Acceptance will occur upon completion of the Performance Period for Acceptance.
- On site warranty means the contractor's qualified technician will travel, if necessary, to the State facility where warranty service is required.
- Normal service hours will be between 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State Holidays. Normal service shall be performed before the end of the next business day from receipt of notice by the agency requesting service.
- If it is necessary to remove any equipment for repair from a State site, the contractor will provide substitute equipment, at no cost to the State, for the time necessary to repair and return the State's equipment.
- In addition to the normal service hours, Offerors are to propose an optional 24 hour by 7 day warranty maintenance service with a response time of 4 hours from time notified by the State agency during the warranty period.

## DELIVERABLE/ DELIVERY SCHEDULE

ID	Deliverables for 2.7	Expected Completion:
2.2.2.1	Ongoing System Support/Deliverable 1	NTP + <b>14</b> Calendar Days
1.	Weekly Status Report	Weekly (after <b>5</b> business days )
2.	Monthly Progress Report	Monthly (every <b>30</b> days)
3.	Release Notes	With Each Desired Release date
4.	Implementation/Installation Plan	With Each Desired Release date
5.	Updated System Documentation	Quarterly
2.2.2.2	Database Administration & Support/ Deliverable 2	NTP + <b>21</b> Calendar Days
6.	Weekly Status Report	Weekly
7.	Monthly Progress Report	Monthly
8.	Release Notes	With Each Desired Release date
9.	Implementation/Installation Plan	With Each Desired Release date
10.	Updated System Documentation	Quarterly
2.2.2.3	OHEP/MEAP Software Maintenance/Deliverable 3	NTP + <b>30</b> Calendar Days
11.	Weekly Status Report	Weekly (after <b>5</b> business days)
12.	Monthly Progress Report	Monthly (every <b>30</b> days)
13.	Release Notes	With Each Desired Release date
14.	Implementation/Installation Plan	With Each Desired Release date
15.	Updated System Documentation	Quarterly

- The TO Manager shall be notified 48 hours in advance of scheduled maintenance activities that may impact site/system availability. Maintenance of 30 minutes or more shall be scheduled at the discretion of the TO Manager. Maintenance outside of this schedule must have prior approval by the TO Manager.

## **2.8 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES**

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

- A) The State's System Development Life Cycle (SDLC) methodology at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: MTAF Guiding Principles.
- E) The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and subcontractors are to follow a consistent methodology for all TO activities.

## **2.9 TO CONTRACTOR PERSONNEL QUALIFICATIONS**

The TO Contractor shall propose individuals with the following qualifications which shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services:

The TO Contractor personnel shall have the following qualifications and experience:

### **A) Position #1 - Program Manager**

- 1) Education: Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related disciplines. Master's degree or PMI PMP management certification is preferred.
- 2) General Experience: At least five (5) years of experience in program management and at least five (5) years general Human Services experience working Federal or State human services agencies.
- 3) Specialized Experience: At least five (5) years of experience in managing IT related programs or projects.

### **B) Position #2 - Project Manager**

- 1) Education: Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related disciplines. Master's degree or PMI PMP management certification is preferred.
- 2) General Experience: At least five (5) years of experience in project management .
- 3) Specialized Experience: At least five (5) years of experience in managing IT related projects and

must demonstrate a leadership role in at least three successful projects that were delivered on time and on budget. Two (2) years experience working with Federal and State agencies dealing with human service programs preferred.

C) Position #3 & #4 – Senior Database Management Specialist

- 1) Education: Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related disciplines or technical discipline or three (3) years equivalent experience in a related field. A Master's degree in one of the above disciplines equals one year specialized and two years general experience. Oracle Certified Database Administrator certification is required.
- 2) General Experience: At least five (5) years of experience in DBMS systems analysis, programming and administration is required.
- 3) Specialized Experience: At least five (5) years of experience and technical skills in Microsoft Internet Explorer (IE) Version 6.0, Microsoft Windows 2003 Server with Microsoft Internet Information Server (IIS) version 6.0 as the web server, Oracle 9i version 9.2 Relational Database Management System (RDBMS) using Microsoft Open Database Connectivity (ODBC) protocol and Sun SPARC Enterprise server running the Sun Solaris 8 Operating System.

D) Position #5 and #6 – Senior Information Engineer

- 1) Education: Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related disciplines or technical discipline. A Master's degree in one of the above disciplines equals one year specialized and two years general experience.
- 2) General Experience: Must have at least five (5) years experience in managing the implementation of information engineering projects and experience in systems analysis, design, and programming using CASE and IE tools and methods.
- 3) Specialized Experience: At least five (5) years of experience in information systems development, functional and data requirement analysis, systems analysis and design, programming, program design, and documentation preparation. Experience working with Microsoft .NET applications. Experience in working with human service programs preferred.

E) Position #7 – Telecommunications Engineer

- 1) Education: Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related scientific or technical disciplines.
- 2) General Experience: At least five (5) years of experience in engineering, systems analysis, design and programming.
- 3) Specialized Experience: At least five (5) years of experience and technical skills in Microsoft Internet Explorer (IE) version 6.0 and installation and operation of Cisco Content Switch.

## **2.10 TO CONTRACTOR EXPERTISE REQUIRED**

The TO Contractor must demonstrate a level of expertise in telecom systems, data base management, systems analysis and program/project management. DHR anticipates the Contractor providing the services one Program Manager, one Telecom Systems Analyst, one or two Data Base Management Specialist, one Project Manager and



one or two Sr. Information Engineer. TO Contractor personnel shall work under the direction and supervision of the Systems Development Office (SDO) of OTHS.

Contractor must demonstrate a high level of expertise in systems development, database management, and systems analysis and program/project management. DHR requires that the TO contractor proposes a Staffing Plan in Section 3 of the Technical Proposal for these services. The TO Contractor personnel shall work under the direction of the Systems Development Office (SDO) of OTHS.

The TO Contractor shall have specific expertise in the development of .NET-based systems as well as two (2) experience with Oracle 9i DBMS and the Sun Solaris 8 operating system.

The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services.

## **2.11 SUBSTITUTION OF PERSONNEL**

The TO Contractor shall only propose staff available at the time of the TO Proposal and that satisfy the personnel qualifications specified in the Master Contract. In addition, the TO Contractor shall abide by the substitution of personnel requirements in the Master Contract, Section 2.11.8.

## **2.12 NON-PERFORMANCE OF PERSONNEL**

In the event that DHR is dissatisfied with the TO Contractor's personnel for not performing to the specified standards specified in Section 2.4, the TO Contractor personnel may be removed at the TO Manager's discretion. Replacement personnel must have qualifications equal to or greater than that of the non-performing person initially proposed and evaluated and accepted in the TO Agreement. The TO Manager will determine the amount of time the TO Contractor has to provide a replacement.

## **2.13 INVOICING**

Payment will only be made upon completion and acceptance of the deliverables as defined in 2.2.3.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 9, is not submitted.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15<sup>th</sup> day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

### **2.13.1 INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the DHR as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.

- E) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to the DHR at the following address:

**Edward Gordon, Director of Application and Development**  
**Department of Human Resource**  
**Office of Technology for Human Services**  
**1100 Eastern Boulevard**  
**Baltimore MD 21221**

- F) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

## **2.14 CHANGE ORDERS**

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, the TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor’s proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is executed by the TO Procurement Officer.

## **SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS**

### **3.1 REQUIRED RESPONSE**

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal or 2) a completed Attachment 12 - Notice to Master Contractors explaining why the Master Contractor will not be submitting a proposal.

### **3.2 FORMAT**

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS TORFP. A TO Proposal shall provide the following:

#### **3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE**

##### **A) Proposed Services – Work Plan**

- 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 3) Risk Assessment: An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- 4) Proposed Solution: A description of the Master Contractor's proposed solution to accomplish the specified work requirements.
- 5) Proposed Tools: A description of all proposed tools that will be used to facilitate the work.
- 6) Tasks and Deliverables: A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. The Gantt chart will form the baseline for task order monitoring, and will be updated bi-weekly as part of progress reporting (see Section 2.7.1).
- 7) Work Breakdown Structure: A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.
- 8) Acceptance Criteria: A statement acknowledging the Master Contractor's understanding of the acceptance criteria.

##### **B) Proposed Personnel**

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- 3) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary.

C) MBE Participation

- 1) Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.

D) Subcontractors

- 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.

E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference complete with the following:
  - a. Name of organization.
  - b. Name, title, and telephone number of point-of-contact for the reference.
  - c. Type, and duration of contract(s) supporting the reference.
  - d. The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
  - e. Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.
  - f. As part of its offer, each Offeror is to provide a list of all contracts with any entity of the State of Maryland that it is currently performing or which have been completed within the last 5 years. For each identified contract the Offeror is to provide:
    - i. The State contracting entity
    - ii. A brief description of the services/goods provided
    - iii. The dollar value of the contract
    - iv. The term of the contract
    - v. The State employee contact person (name, title, telephone number and if possible e-mail address)

- vi. Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the Offeror's level of performance on State contracts will be considered as part of the experience and past performance evaluation criteria of the RFP.

F) Proposed Facility

- 1) Identify Master Contractor's facilities, including address, from which any work will be performed.

G) State Assistance

- 1) Provide an estimate of expectation concerning participation by State personnel.

H) Confidentiality

- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

### **3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE**

A) A description of any assumptions on which the Master Contractor's Financial Proposal is based;

B) Attachment 1 - Completed Financial Proposal, including:

- 1) Hosting Charge Detail – Monthly, Year Total
- 2) Development and Maintenance Services Charge Detail – Monthly, Year Total
- 3) Resource Matrix Charge Detail
- 4) Transitional Charge In and Out Detail
- 5) Miscellaneous Services Charge Detail (for services not mentioned above or are part of proposed solution)

Note: All financial proposals should include a monthly and yearly total.

## **SECTION 4 - PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT**

### **4.1 EVALUATION CRITERIA**

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

### **4.2 TECHNICAL CRITERIA**

The technical volume shall be prepared in a clear and precise manner. It shall address all appropriate points of this TORFP except the price information and all pages shall be consecutively numbered. This volume shall contain the following sections:

#### **4.2.1 Work Plan**

This section shall contain a definitive description of the Offeror's proposed plan to achieve the objectives of the TORFP. This section shall also contain Compliance with TO

TORFP Specifications. This section shall be prepared in the same sequence as the Specifications (Section III) of this TORFP. The proposal shall include a description of the work plan (includes completeness and soundness of plan; choice of methodology, techniques; and project management, process reporting). The Offeror will describe the work plan and deliverables that shall clearly show how the Offeror will fulfill the procurement objectives. The Offeror shall describe how the proposed services or product will satisfy State requirements or conditions. Any special equipment requirements or approaches shall also be explained in this section.

#### **4.2.2 Understanding the Problem**

This section shall contain the Offeror's analysis of the environment in which the proposed work or solution will be implemented.

#### **4.2.3 Personnel**

This section shall include job descriptions and individual resumes for the personnel who are to be assigned to this project if the Offeror is awarded the contract. Indicate the role or assignment that each individual is to have in this project. The key personnel identified in the Offeror's proposal are considered to be essential to the work being performed under this TORFP. Prior to diverting any of the specified individuals to assignments other than this project, the contractor selected shall notify the Department of its intent at least thirty (30) days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the project. The Contractor without the written consent of the Department shall make no diversion. Replacement of any personnel, including personnel who leave the employment of the contractor, shall be with personnel of equal ability, qualifications and experience.

The contractor shall demonstrate that each Proposed personnel are qualified for their position. Offerors shall submit resumes and fill out the Personnel Qualifications Form, Appendix C-3 for all key personnel that are necessary to fulfill the requirements of the proposal. These resumes shall be provided for both the primary contractor and for any sub-contractors (if proposed as "key").

## **Education and Training**

This section shall list the education and training of the proposed candidate and shall demonstrate, in detail, the proposed candidate's ability to properly execute the contract based on the relevance of the education and training to the requirements of the TORFP.

## **Experience and Qualifications**

This section shall be completed to show how the candidate meets the experience. Specific requirements can be found in the Attachment

### **4.2.4 References**

#### **Offeror Reference History**

In order to demonstrate that the Offeror has successfully provided services on contracts that were similar in nature, size and scope to this contract, the Offeror shall submit references. References shall be contracts that were entered into within the timeframes outlined below and shall clearly demonstrate the following experience criteria to continue in the proposal evaluation process:

- a. Application experience as the prime and/or sub-contractor, who provided a minimum of 20 information technology professionals, for at least one (1) large, complex legacy system or the development of new systems on projects similar in size and scope. For the purpose of this TORFP, similar size and scope is defined as a project where the Offeror has successfully developed, implemented or maintained an automated system that is comparable to the DHR OHEP application as described in this TORFP. The experience referenced must be for an operational production system. The experience must have been for a period of six (6) or more consecutive months within the past two (2) years.
- b. Experience providing a minimum of 20 information technology professionals (includes systems engineers, program managers, project managers, application developers, etc.) for a period of twelve (12) or more consecutive months within the past two (2) years. Offerors may provide as many references as necessary to meet the requirement. If the Offeror provides several references to meet this requirement, all references provided must overlap for a period of twelve (12) or more consecutive months and total a minimum of 20 information technology professionals for the entire twelve months.
- c. Experience providing managed hosting services at a level defined by the State, including an application or an automated system that is comparable to the DHR OHEP application as described in this TORFP. The experience must have been for a period of twelve (12) or more consecutive months within the past five (5) years.
- d. Corporate experience with projects of similar size and scope is required within the last five (5) years.

The Offeror shall provide a minimum of four (4) references, only one (1) reference shall be a Maryland Department of Human Resources project or government entity engagement of similar size and scope (application hosting and development) occurring within the last three years.

The Evaluation Committee shall conduct reference checks for all Offerors that are deemed reasonably susceptible for award. The Evaluation Committee shall obtain information relevant to the criteria that is deemed critical to not

only the successful operation and management of the services provided to the Department of Human Resources, but also to the working relationship between the Department of Human Resources and the Contractor.

It is the Offeror's responsibility to ensure that each reference is willing to discuss the Offeror's performance on the reference contract with the Evaluation Committee. If references are unable to be contacted or fail to respond within three business days, that reference of the Offeror's proposal may be rejected.

## **SELECTION PROCEDURES**

- A) TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- C) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical criteria will have greater weight than financial.

### **4.3 COMMENCEMENT OF WORK UNDER A TO AGREEMENT**

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).

## **ATTACHMENT 1 PRICE PROPOSAL**

### **PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS TORFP # PO NO. N00P7200988 Agency Control No. OTHS/OTHS-07-006S**



## LABOR CATEGORIES

Labor Categories	A	B	C
	Hourly Labor Rate	Estimated Total Class Hours	Total Proposed CATS TORFP Price
<b>Base Period - 20 months</b>			
Position #1 - Program Manager	\$	200	\$
Position #2 - Project Manager	\$	3200	\$
Position #3 - Data Base Management Specialist	\$	3200	\$
Position #4 - Data Base Management Specialist	\$	3200	\$
Position #5 – Senior Information Engineer	\$	3200	\$
Position #6 – Senior Information Engineer	\$	200	\$
Position #7 - Telecom System Analyst	\$	3200	\$
Total Evaluated Price			\$

---

 Authorized Individual Name

---

 Company Name

---

 Title

---

 Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

**PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS TORFP # PO NO.  
N00P7200988 Agency Control No. OTHS/OTHS-07-006S**

**LABOR CATEGORIES**

Labor Categories	A	B	C
	Hourly Labor Rate	Estimated Total Class Hours	Total Proposed CATS TORFP Price
<b>Option Year 1 - 12 months</b>			
Position #1 - Program Manager	\$	200	\$
Position #2 - Project Manager	\$	2080	\$
Position #3 - Data Base Management Specialist	\$	2080	\$
Position #4 - Data Base Management Specialist	\$	2080	\$
Position #5 – Senior Information Engineer	\$	2080	\$
Position #6 – Senior Information Engineer	\$	2080	\$
Position #7 - Telecommunications Engineer	\$	200	\$
Total Evaluated Price			\$

\_\_\_\_\_  
Authorized Individual Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents.  
The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

**PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS TORFP # PO NO.  
N00P7200988 Agency Control No. OTHS/OTHS-07-006S**

**LABOR CATEGORIES**

Labor Categories	A	B	C
	Hourly Labor Rate	Estimated Total Class Hours	Total Proposed CATS TORFP Price
<b>Option Year 2 - 12 months</b>			
Position #1 - Program Manager	\$	200	\$
Position #2 - Project Manager	\$	2080	\$
Position #3 - Data Base Management Specialist	\$	2000	\$
Position #4 - Data Base Management Specialist	\$	2080	\$
Position #5 – Senior Information Engineer	\$	2080	\$
Position #6 – Senior Information Engineer	\$	2080	\$
Position #7 - Telecommunications Engineer	\$	200	\$
Total Evaluated Price			\$

\_\_\_\_\_  
Authorized Individual Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents.  
The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

**PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS TORFP # PO NO.  
N00P7200988 Agency Control No. OTHS/OTHS-07-006S**

**PRICE PROPOSAL FORM**

<b>Total Contract Period</b>	<b>Proposed Price</b>
Total Based Period	
Total Option Year 1	
Total Option Year 2	
Total Contract (Based Period + Option Year 1 + Option Year 2)	

---

Authorized Individual Name

---

Company Name

---

Title

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Company Tax ID #

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

## ATTACHMENT 1A

### SAMPLE PRICE PROPOSAL FORM

SAMPLE PRICE PROPOSAL FOR CATS TORFP # PO No.

AGENCY CONTROL No. OTHS/OTHS-07-006S

Deliverable	Proposed Price
Total Proposed Fixed Price	

---

Authorized Individual Name

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Company Name

---

Title

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Company Tax ID #

## **ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

### **TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS CATS TORFP # PO No. N00P7200988**

**THESE INSTRUCTIONS ARE MEANT TO ACCOMPANY THE CUSTOMIZED REPORTING FORMS SENT TO YOU BY THE TO MANAGER. IF, AFTER READING THESE INSTRUCTIONS, YOU HAVE ADDITIONAL QUESTIONS OR NEED FURTHER CLARIFICATION, PLEASE CONTACT THE TO MANAGER IMMEDIATELY.**

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15<sup>th</sup> of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15<sup>th</sup> of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15<sup>th</sup> of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

## **ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

## FORM D – 1

### CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

**This document shall be included with the submittal of the Offeror's TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the Offeror's TO Proposal is not reasonably susceptible of being selected for award.**

In conjunction with the offer submitted in response to TORFP No. PO No. N00P7200988, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of [ ] percent and, if specified in the TORFP, sub-goals of [ ] percent for MBEs classified as African American-owned and [ ] percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude that I am unable to achieve it. Instead, I intend to achieve an MBE goal of [ ] percent and request a waiver of the remainder of the goal. If I am selected as the apparent TO Agreement awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.
3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
4. I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
  - (a) Outreach Efforts Compliance Statement (Attachment D-3)
  - (b) Subcontractor Project Participation Statement (Attachment D-4)
  - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
  - (d) Any other documentation required by the TO Procurement Officer to ascertain offeror's responsibility in connection with the certified MBE participation goal.

If I am the apparent TO Agreement awardee, I acknowledge that if I fail to return each completed document within the required time, the TO Procurement Officer may determine that I am not responsible and therefore not eligible for TO Agreement award. If the TO Agreement has already been awarded, the award is voidable.

5. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

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Offeror Name

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Signature of Affiant

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Address

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Printed Name, Title

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Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE



## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### FORM D – 2

#### Minority Business Enterprise Participation Schedule

**This document shall be included with the submittal of the TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the TO Proposal is not reasonably susceptible of being selected for award.**

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number N00P7200988 Agency Control No. OTHS/OTHS-07-006S	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

**USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED**

**SUMMARY**

<b>TOTAL MBE PARTICIPATION:</b>	<u>          </u> <b>%</b>
<b>TOTAL WOMAN-OWNED MBE PARTICIPATION:</b>	<u>          </u> <b>%</b>
<b>TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:</b>	<u>          </u> <b>%</b>

Document Prepared By: (please print or type)

Name: \_\_\_\_\_ Title: \_\_\_\_\_

## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### FORM D – 2

#### MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

SUBMIT AS A .PDF FILE WITH TO RESPONSE

## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### FORM D – 3

#### OUTREACH EFFORTS COMPLIANCE STATEMENT

1. In conjunction with the bid or offer submitted in response to TORFP # PO No. N00P7200988, I state the following:
2. Offeror identified opportunities to subcontract in these specific work categories:
3. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
4. Offeror made the following attempts to contact personally the solicited MBEs:
5. ☐ Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.

(DESCRIBE EFFORTS)

☐ This project does not involve bonding requirements.

6. Offeror did/did not attend the pre-proposal conference

☐ No pre-proposal conference was held.

_____	By: _____
Offeror Name	Name
_____	_____
Address	Title
	_____
	Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 4

### SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that \_\_\_\_\_ is awarded the TO Agreement in

(Prime TO Contractor Name)

conjunction with TORFP PO No. N00P7200988, it and \_\_\_\_\_,

(Subcontractor Name)

MDOT Certification No. \_\_\_\_\_, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

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- ☐ No bonds are required of Subcontractor
- ☐ The following amount and type of bonds are required of Subcontractor:

By:

By:

\_\_\_\_\_  
Prime Contractor Signature

\_\_\_\_\_  
Subcontractor Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

Title

Title

---

Date

---

Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### FORM D – 5

#### MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____	CATS TORFP # PO No. N00P7200988
Reporting Period (Month/Year): _____	Contracting Unit _____
<b>Report is due by the 15<sup>th</sup> of the following month.</b>	Contract Amount _____
	MBE Sub Contract Amt _____
	Contract Begin Date _____
	Contract End Date _____
	Services Provided _____

Prime TO Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
<b>List all unpaid invoices over 30 days old received from the MBE subcontractor named above:</b>			
1.			
2.			
3.			
<b>Total Dollars Unpaid: \$</b> _____			

\*\*If more than one MBE subcontractor is used for this contract, please use separate forms.

**Return one copy of this form to the following address:**

OTHS/OTHS—07-006S

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OHEP Software Maintenance and System Support

<p>TO Manager:</p> <p>Edward Gordon, Director of Application Development Department of Human Resources 110 Eastern Boulevard Baltimore, MD 2122</p> <p>Office Phone: (410) 238-1381</p> <p>Fax: (410) 238- 2060</p> <p>e-mail: <a href="mailto:Egordon@dhr.state.md.us">Egordon@dhr.state.md.us</a></p>	<p>TO Procurement Officer:</p> <p>Hattie M. Crosby, Procurement Specialist</p> <p>Office of Technology for Human Services</p> <p>311 West Saratoga Street</p> <p>Baltimore, MD 21201</p> <p>Office Phone: (410) 767-7145</p> <p>Fax (410) 333-0433</p> <p>Email: <a href="mailto:Hcrosby@dhr.state.md.us">Hcrosby@dhr.state.md.us</a></p>

Signature:\_\_\_\_\_ Date:\_\_\_\_\_

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### FORM D – 6

#### MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

<p>Report #: _____</p> <p>Reporting Period (Month/Year): __/____</p> <p><b>Report Due By the 15<sup>th</sup> of the following Month.</b></p>	<p>CATS TORFP # PO No. N00P7200988</p> <p>Contracting Unit _____</p> <p>Contract Amount _____</p> <p>MBE Sub Contract Amt _____</p> <p>Contract Begin Date _____</p> <p>Contract End Date _____</p> <p>Services Provided _____</p>
<p>MBE Subcontractor Name:</p>	
<p>MDOT Certification #:</p>	
<p>Contact Person:</p>	



Address:		
City:	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		
<b>List all payments received from Prime TO Contractor during reporting period indicated above.</b>  1.  2.  3.  <b>Total Dollars Paid: \$</b> _____	<b>List dates and amounts of any unpaid invoices over 30 days old.</b>  1.  2.  3.  <b>Total Dollars Unpaid: \$</b> _____	
Prime TO Contractor: _____ Contact Person: _____		

**Return one copy of this form to the following address:**

TO Manager  Edward Gordon, Director of Application Development Department of Human Resources 110 Eastern Boulevard Baltimore, MD 2122	TO Procurement Officer:  Hattie M. Crosby, Procurement Specialist  Office of Technology for Human Services  311 West Saratoga Street  Baltimore, MD 21201
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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

## ATTACHMENT 3 – TASK ORDER AGREEMENT

**CATS TORFP# PO NO. N00P7200988 Number OF MASTER CONTRACT #050R5800338**

**This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, TO Requesting Agency.**

**IN CONSIDERATION of the mutual premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:**

1. Definitions. In this TO Agreement, the following words have the meanings indicated:

“Agency” means the Office of Technology for Human Services, as identified in the CATS TORFP # PO NO. N00P7200988.

“CATS TORFP” means the Task Order Request for Proposals # PO NO. N00P7200988, Agency Control Number OTHS/OTHS-07-006, dated MONTH DAY, YEAR, including any addenda.

“Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and TO Contractor dated December 19, 2005.

“TO Procurement Officer” means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.

“TO Agreement” means this signed TO Agreement between TO Requesting Agency and TO Contractor.

“TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is \_\_\_\_\_.

“TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.

“TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated date of TO Proposal – Technical.

“TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal - Financial.

“TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.

2. Scope of Work

2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.

2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the

terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

- 2) The TO Agreement,
- 3) Exhibit A – CATS TORFP
- 4) Exhibit B – TO Proposal-Technical
- 5) Exhibit C – TO Proposal-Financial

- 2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this Section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

### 3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of **XXXinsert time for performance**, commencing on the date of Notice to Proceed and terminating on **XXXMonth Day, Year**.

### 4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed **\$XXXX of task order**. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is **Federal ID number**. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time

amended, are prohibited. Invoices must be submitted to Edward Gordon **Agency TO Manager unless otherwise specified herein.**

- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

**TO Contractor Name**

\_\_\_\_\_  
By: Type or Print TO Contractor POC

\_\_\_\_\_  
Date

Witness: \_\_\_\_\_

STATE OF MARYLAND, Department of Human Resources/ Office of Technology for Human Services

\_\_\_\_\_  
By: Hattie M. Crosby, TO Procurement Officer

\_\_\_\_\_  
Date

Witness: \_\_\_\_\_

## ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A) “Conflict of interest” means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) “Person” has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____  (Authorized Representative and Affiant)
--

**Submit as a .pdf file with to response**

## **ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**

### **INSTRUCTIONS:**

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

For example: If you propose John Smith, who is your subcontractor, and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

## ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
<b>LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)</b>	
Education: (Insert the education description from the CATS RFP from Section 2.12 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS RFP from Section 2.12 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS RFP from Section 2.12 for the applicable labor category.)	

**The information provided on this form for this labor class is true and correct to the best of my knowledge:**

**Contractor's Contract Administrator:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**Proposed Individual:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**Submit as a .pdf file with Technical Response**

## **ATTACHMENT 6 – DIRECTIONS**

### **TO THE PRE-TO PROPOSAL CONFERENCE**

The pre-proposal conference will be held at: 1100 Eastern Boulevard Baltimore, MD 21211, with Photo I.D to enter the building, Check In at the visitor's Desk and you will be directed to Conference Room 2.

**Parking is available on site.**

Directions to 1100 Eastern Boulevard

From South

Take I-95 North (through the Fort McHenry Tunnel)

Stay on I-95 until the intersection of I-95 & 695

Take the Exit for 695 (Towards Essex)

Merge into the Left Lane

Take Exit 36 (Route 702 – towards Essex)

Take the Route 150 exit, Eastern Boulevard, West towards Essex.

At 25 mph stay in the ramp lane and take a right at the light.

Go into the Middlesex shopping center to the stop sign.

Turn left, go past the library

Continue into the large parking lot and the DHRIS Information Systems Center.

**From North**

Take I-95 South to the intersection of I-95 & 695

Take 695 south towards Essex

Take Exit 36 (Route 702 – towards Essex)

Take the Route 150 exit, Eastern Boulevard, West towards Essex

At 25 mph stay in the ramp lane and take a right at the light.

Go into the Middlesex shopping center to the stop sign, Turn left, go past the library Continue into the large parking lot and the DHRIS Information Systems Center.



## ATTACHMENT 7 – NOTICE TO PROCEED

**Month Day, Year**

**TO Contractor Name**

**TO Contractor Mailing Address**

Re: CATS Task Order Agreement #PO NO. N00P7200988

**Dear TO Contractor Contact:**

This letter is your official Notice to Proceed as of **Month Day, Year**, for the above-referenced Task Order Agreement. **TO Manager** of the **TO Requesting Agency** will serve as your contact person on this Task Order. **TO Manager** can be reached at **telephone # and email address**.

Enclosed is an original, fully executed Task Order Agreement and purchase order.

Sincerely,

**TO Procurement Officer**

Task Order Procurement Officer

**Enclosures (2)**

cc: **TO Manager**

Procurement Liaison Office, Office of Information Technology, DBM

Project Management Office, Office of Information Technology, DBM

## ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: **Project Name for TORFP**

TO Agreement Number: #PO NO. N00P7200988

Title of Deliverable: \_\_\_\_\_

TORFP Reference Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

Name of TO Manager: **TO Manager**

\_\_\_\_\_  
TO Manager Signature

\_\_\_\_\_  
Date Signed

Name of TO Contractor's Project Manager: \_\_\_\_\_

\_\_\_\_\_  
TO Contractor's Project Manager Signature

\_\_\_\_\_  
Date Signed

## ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: TO Requesting Agency

TORFP Title: TORFP Project Name

TO Manager: TO Manager and Phone Number

### To:

The following deliverable, as required by TO Agreement #PO NO. N00P7200988, has been received and reviewed in accordance with the TORFP.

Title of deliverable: \_\_\_\_\_

TORFP Contract Reference Number: Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

### This deliverable:

☐ accepted as delivered

☐ Is rejected for the reason(s) indicated below.

### REASON(S) FOR REJECTING DELIVERABLE:

### OTHER COMMENTS:

\_\_\_\_\_  
TO Manager Signature

\_\_\_\_\_  
Date Signed

**Issued by the TO Manager as Required in Section 2.7 of the TORFP.**

## ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_ 200\_, by and between \_\_\_\_\_ (hereinafter referred to as “the OFFEROR”) and the State of Maryland (hereinafter referred to as “the State”).

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #PO NO. N00P7200988 for **TORFP Project Name**. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to \_\_\_\_\_. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as “Confidential Information”. As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State’s Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to **TO Procurement Officer, TO Requesting Agency** on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR’S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

Submit as required in Section 1.7 of the TORFP

## ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the State of Maryland (“the State”), acting by and through its Office of Technology for Human Services (the “Department”), and \_\_\_\_\_ (“TO Contractor”), a corporation with its principal business office located at \_\_\_\_\_ and its principal office in Maryland located at \_\_\_\_\_.

### RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for OHEP SOFTWARE MAINTENANCE AND SYSTEM SUPPORT TORFP NO. N00P7200988 OTHS/OTHS-07-006S release August 9, 2006, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

WHEREAS, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor’s employees and agents (collectively the “TO Contractor’s Personnel”) with access to certain confidential information regarding \_\_\_\_\_ (the “Confidential Information”).

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the TORFP and the TO Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.

TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.

If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor's performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.

TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor's Personnel or the TO Contractor's former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.

A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.

TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.

TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.

The parties further agree that:

This Agreement shall be governed by the laws of the State of Maryland;

The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;

The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;

Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and

The Recitals are not merely prefatory but are an integral part hereof.

**TO Contractor/TO Contractor's Personnel:**

**TO Requesting Agency:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Submit as required in Section 1.7 of the TORFP

**EXHIBIT A**

**TO CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN  
ACCESS TO THE CONFIDENTIAL INFORMATION**

Printed Name and Address  
of Employee or Agent

Signature

Date

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____